

**COLLOCATION
EXHIBIT PS-VII
PHYSICAL COLLOCATION - MICHIGAN***

	<u>Non Recurring Charges</u>	<u>Monthly Recurring</u>
Space Reservation Charge/ per Each request	\$538.00	--
Central Office Floor Space/ per 100 sq. ft.	--	\$648.95
Riser Space/Foot	--	\$0.98
Entrance Conduit/per Innerduct per foot	--	\$0.05
Power Consumption/per Fuse AMP	--	\$5.06
200 Conductor Electrical Cross Connect Block	--	\$63.25
Digital Cross-Connect Panel (DSX-3)/ per DS-3 Termination	--	\$15.06
Digital Cross-Connect Panel/ per DSX-1 Panel (Up to 56 DS-1 Term)	--	\$47.16
Optical Cross-Connect Panel/ per OCX Panel Segment	--	\$5.66
Passive Bay Termination (Bay and Panel)/ DS-1 Termination	--	\$0.52
Passive Bay Termination (Bay and Panel)/ DS-3 Termination	--	\$6.64
200 Electrical Conductor Termination Block (Located Outside Transmission Node)/ per Each	--	\$63.25
Digital Timing Source/per Synchronization Signal Provided	--	\$12.68
DS-1 Repeater	--	\$5.89
DS-3 Repeater	--	\$34.17

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - MICHIGAN***

	<u>Non Recurring Charge</u>	<u>Monthly Charge</u>
Service Order	\$87.89	--
Optical Line - Cable Vault Splicing/ per Initial Splice	\$159.32	--
Optical Line - Cable Vault Splicing/ per Subsequent Splice	\$11.66	--
Optical Line - Splicing Test/ per Initial Splice	\$36.59	--
Optical Line - Splicing Test/ per Subsequent Splice Test	\$2.15	--
Optical Line - Cable Pulling - Manhole to Vault/ per First Foot	\$173.06	--
Optical Line - Cable Pulling - Manhole to Vault/ per Add'l Foot	\$0.86	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per First Foot	\$64.58	--
Optical Line - Cable Pulling - Vault to LGX Panel/ per Add'l Foot	\$0.65	--
Optical Line - Diverse Riser/ per Floor Traversed	\$409.13	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order	\$2,152.00	--
Project Management Fee/per Initial 7' Bay Installed on Initial or Subsequent Order/ per Add'l 7' Bay Installed on Initial or Subsequent Order	\$1,076.00	--
Project Management Fee/ per Initial Shelf Installed on Subsequent Order	\$1,614.00	--
Project Management Fee/ installed on same subsequent order per additional shelf	\$968.40	--

**COLLOCATION
EXHIBIT PS-VII
VIRTUAL COLLOCATION - MICHIGAN***

	<u>Non Recurring Charge</u>	<u>Monthly Charge</u>
Project Management Fee/ per Bay Rearrangement and/or Miscellaneous Work	\$1,291.20	--
Power Delivery/per 7' Bay Installed	\$1,326.78	--
Thru-Connect per DSX-1 to DSX-1	\$5.15	\$0.20
Thru-Connect per OCX to OCX	\$5.15	\$1.45
7' Bay (Company Provided)/per Bay	\$289.49	\$37.30
7' Bay (Customer Installed/Pre-Packaged)/ per Bay	--	\$24.38
Optical Line - Entrance Facility/ per Foot	--	\$0.05
Optical Line - Riser Space/per Foot	--	\$0.22
Optical Line - Riser Space/per Fiber Termination	--	\$1.50
Power Consumption/per Fuse AMP	--	\$5.06
200 Electrical Conductor Cross-Connect Block/ per Block	--	\$63.25
Digital Cross-Connect Panel/ per DS-3 Termination	--	\$15.06
Digital Cross-Connect Panel/ per DS-1 Panel (up to 56 DS-1 Terminations)	--	\$47.16
Optical Cross-Connect Panel/ per Panel Segment	--	\$5.66
Digital Timing Source per Timing Circuit	--	\$2.52

warrants that if an obligation under this Agreement is to be performed by an Affiliate, such Party has the authority to cause such Affiliate to perform such obligation and such Affiliate will have the resources required to accomplish the delegated performance.

30.3 Subcontracting. Either Party may subcontract the performance of its obligation under this Agreement without the prior written consent of the other Party; provided, however, that the Party subcontracting such obligation shall remain fully responsible for the performance of such obligation and be solely responsible for payments due its subcontractors.

30.4 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

30.5 Force Majeure. No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failures, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section 30.5: (i) by the acts or omission of a Party's subcontractors, materialmen, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event

(e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

30.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with such Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Michigan without reference to conflict of law provisions; provided, however, that the Parties shall consult with each other and attempt to agree on a common state law to govern an issue that affects each of the Regional Interconnection Agreements and such issue is not particular to a specific State's law.

30.7 Taxes.

30.7.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any charges invoiced prior to the date such exemption certificate is furnished. To the extent that a Party includes gross receipts taxes in any of the charges or rates of services provided hereunder, no additional gross receipts taxes shall be levied against or upon the purchasing Party.

30.7.2 The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery; provided that such contesting Party shall not permit any lien to exist on any asset of the other Party by reason of such contest. The Party obligated to collect and remit shall cooperate in any such contest by the other Party. As a condition of contesting any taxes due hereunder, the contesting Party agrees to be liable and indemnify and reimburse the other Party for any additional amounts that may be due by reason of such contest, including any interest and penalties.

30.8 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third person without the prior written consent of the other Party; provided that each Party may assign or transfer this Agreement to an Affiliate in accordance with Section 30.2 by providing prior written notice to the other Party of such assignment or transfer; provided, further, that such assignment is not inconsistent with Applicable Law or the terms and conditions of this Agreement. Any

attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns and the assigning Party will remain liable for the performance of any assignee.

30.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing (unless specifically provided otherwise herein) and unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact, shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (d) delivered by telecopy; provided that a confirmation copy is sent by the method described in (a), (b) or (c) of this Section 30.10, to the following addresses of the Parties:

To AT&T:

AT&T

227 West Monroe Street, 13th Floor

Chicago, Illinois 60606

Attn.: Vice President - Central States Local Service Organization

T e l e c o p i e r :

(312) 230-8834

with a copy to:

AT&T

227 West Monroe Street, 13th Floor

Chicago, Illinois 60606

Attn.: Vice President - Law & Government Affairs

T e l e c o p i e r :

(312) 230-8835

To Ameritech:

Ameritech Information Industry Services

350 North Orleans, Floor 3

Chicago, IL 60654

Attn.: Vice President - Network Providers

Facsimile: (312) 335-2927

with a copy to:

Ameritech Information Industry Services
350 North Orleans, Floor 3
Chicago, IL 60654
Attn.: Vice President and General Counsel
Facsimile: (312) 595-1504

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

30.11 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent, except as permitted by Applicable Law.

30.12 Nonexclusive Dealings.

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, does it obligate either Party to provide or purchase any services not specifically provided herein.

30.13 No Third Party Beneficiaries; Disclaimer of Agency. Except as may be specifically set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. No Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.14 No License. No license under patents, copyrights or any other Intellectual Property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

30.15 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the

termination or expiration of this Agreement, including Articles XX, XXI, XXII, XXIII, XXV, and XXVI, Sections 3.2.4, 6.5, 10.11.3, 16.15, 16.17, 19.5.3, 28.2, 28.3, 30.7, 30.11, and 30.14 and Schedule 10.9.6.

30.16 Scope of Agreement. This Agreement is intended to describe and enable specific interconnection and access to unbundled Network Elements and compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided herein. Except as specifically contained herein or provided by the FCC or the Commission within its lawful jurisdiction, nothing in this Agreement shall be deemed to affect any access charge arrangement.

30.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

30.18 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Specifically, the Parties expressly acknowledge that the rates, terms and conditions of this Agreement shall supersede those existing arrangements of the Parties, if any, set forth on Schedule 30.18. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this ____ day of January, 1997.

AT&T COMMUNICATIONS OF MICHIGAN, INC.

AMERITECH INFORMATION
INDUSTRY SERVICES, A DIVISION
OF AMERITECH SERVICES, INC., ON
BEHALF OF AND AS AGENT FOR
AMERITECH MICHIGAN

By: _____
Printed: _____
Title: _____

By: _____
Printed: _____
Title: _____

SCHEDULE 1.2**DEFINITIONS**

"9-1-1" means the services described in Section 3.9.

"9-1-1 Control Office Software Enhancement Connection Charge" is as defined in Section 3.9.2(e) of this Agreement.

"Access Toll Connecting Trunks" is as defined in Section 5.1.

"Act" means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

"Advanced Intelligent Network" or "AIN" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"Affiliate" is As Defined in the Act.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"Applicable Laws" is as defined in Section 19.2.

"As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"AT&T Directory Customer" is as defined in Section 15.1.

"Automatic Location Identification" or "ALI" means a feature by which the service address associated with the calling party's listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's, including secondary locations and off-premise extensions will be identified with the service address of the calling party's listed number.

"Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to 9-1-1 and E9-1-1, "ANI" means a feature by which the calling party's telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display and transfer office.

"Automatic Route Selection" or "ARS" means a service feature associated with a specific grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"Bellcore" means Bell Communications Research, Inc.

"Bill Date" means the date that a bill is issued by a Party.

"Binding Forecast" is as defined in Section 19.5.3.

"BLV/BLVI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

"Business Day" means a day on which banking institutions are required to be open for business in Chicago, Illinois.

"Bona Fide Request" means the process described on Schedule 2.2.

"CABS" means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"Calling Party Number" or "CPN" is a Common Channel Interoffice Signaling ("CCIS") parameter which refers to the number transmitted through a network identifying the calling party.

"Carrier of Record" is as defined in Section 10.11.3.

"CCS" means one hundred (100) call seconds.

"Central Office Switch" means a switch used to provide Telecommunications Services, including:

(a) **"End Office Switches," which are used to terminate Customer station Loops for the purpose of Interconnection to each other and to trunks: and**

(b) **"Tandem Office Switches," or "Tandems," which are used to connect and switch trunk circuits between and among other Central Office Switches.**

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

"Centrex" means a Telecommunications Service associated with a specific grouping of lines that uses Central Office switching equipment for call routing to handle direct dialing of calls and to provide many private branch exchange-like features.

"CLASS Features" means certain CCIS-based features available to Customers including: Automatic Call Back; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

"Commercial Mobile Radio Service" or "CMRS" is As Defined in the Act.

"COBO" is as defined in Section 12.12.2(b).

"Collocation" is As Described in the Act.

"Combination" is as defined in Section 9.3.1.

"Commission" or "MPSC" means the Michigan Public Services Commission.

"Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be SS7.

"Consequential Damages" is as defined in Section 26.5.

"Contract Month" means a calendar month (or portion thereof) during the term of this Agreement. Contract Month 1 shall commence on the first day of the first calendar month following the Effective Date and end on the last day of that calendar month.

"Contract Year" means a twelve (12)-month period during the term of this Agreement commencing on the Effective Date and each anniversary thereof.

"Control Office" means the Central Office providing Tandem Switching Capability for E9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

"Cross Connection" means a connection provided pursuant to Collocation at the Digital Signal Cross Connect, Main Distribution Frame or other suitable frame or panel between (i) the collocated Party's equipment and (ii) the equipment of a third-party collocated Telecommunications Carrier or the equipment or facilities of the other Party which provides such Collocation.

"Customer" means a third-party residence or business that subscribes to Telecommunications Services provided at retail by either of the Parties.

"Customer Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers within a defined geographical area, except to the extent such Customers have requested not to be listed in a directory.

"Customer Name and Address Information" or **"CNA"** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

"Customer Proprietary Network Information" is As Defined in the Act.

"Customer Usage Data" is as defined in Section 10.16.1.

"Data Management System" or **"DMS"** means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selective Routing ("SR") and ALI features.

"Delaying Event" means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

"Delivery Date" is as defined in Sections 12.12.2(b) and 12.12.3(b).

"Derivative Information" is as defined in Section 20.1.1(b).

"Dialing Parity" is As Defined in the Act.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Disclosing Party" is as defined in Section 20.1.1.

"Dispute" is as defined in Section 28.3.

"Disputed Amounts" is as defined in Section 28.2.1.

"Documentation of Authorization" is as defined in Schedule 10.11.1.

"Effective Date" is the date indicated in the Preamble on which this Agreement shall become effective.

"Emergency Services" mean police, fire, ambulance, rescue and medical services.

"E9-1-1" or "Enhanced 9-1-1 (E9-1-1) Service" provides completion of 9-1-1 calls via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI) and/or Selective Routing (SR).

"equal in quality" is as defined in Section 3.6.

"Exchange Access" is As Defined in the Act.

"Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

"Exchange Message Record" or "EMR" means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-

billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

"FCC" means the Federal Communications Commission.

"Fiber-Meet" means an Interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

"Force Majeure Event" is as defined in Section 30.5.

"Forecast Provider" is as defined in Section 19.5.3.

"Grandfathered Services" is as defined in Section 10.3.1.

"Hazardous Substances" is as defined in Section 19.4.

"HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary / 1 Octet ("3B1O").

"Implementation Plan" is as defined in Section 18.2.

"Implementation Team" is as defined in Section 18.1.

"Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

"Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party's information services platform (e.g., 976).

"Initial Billing Company" or "IBC" means the Local Exchange Carrier which provides the Feature Group B or D services in an End Office. For purposes of this Agreement, AT&T is the IBC.

"Initial Term" is as defined in Section 21.1.

"Insufficient capacity" is as defined in Section 16.1.2.

"Integrated Digital Loop Carrier" means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.

"Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

"Intellectual Property" means copyrights, patents, trademarks, trade-secrets, mask works and all other intellectual property rights.

"Interconnection" is As Defined in the Act.

"Interconnection Activation Date" is as defined in Section 2.1.

"Interexchange Carrier" or "IXC" means a carrier that provides interLATA or intraLATA Telephone Toll Services.

"Interim Telecommunications Number Portability" or "INP" is as described in the Act.

"InterLATA" is As Defined in the Act.

"IntraLATA Toll Traffic" means all intraLATA calls other than Local Traffic calls but including interzone calls.

"Listing Update(s)" means information with respect to Customers necessary for Publisher to publish directories under this Agreement in a form and format acceptable to Publisher. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to AT&T without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from AT&T to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

"Line Information Database(s) (LIDB)" means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued

by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

"Local Access and Transport Area" or "LATA" is As Defined in the Act.

"Local Exchange Carrier" or "LEC" is As Defined in the Act.

"Local Loop Transmission" or "Loop" means the transmission path which extends from Network Interface Device or demarcation point at a Customer's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the Customer. Loops are defined by the electrical interface rather than the type of facility used.

"Local Number Portability" or "LNP" means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Local Traffic" means those calls as defined by Ameritech's local calling area as described in maps, tariffs, or rule schedules filed with and approved by the Commission as of the Effective Date.

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

"Main Distribution Frame" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

"Make-Ready Work" means all work, including rearrangement or transfer of existing facilities or other changes required to accommodate AT&T's Attachments.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document published by Bellcore as Special Report SR-BDS-000983 contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

"Meet-Point Billing" means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

"Multiple Bill/Single Tariff" means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access service.

"Network Element" is As Defined in the Act.

"North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

"Number Portability" is As Defined in the Act.

"NXX" means the three-digit code which appears as the first three digits of a seven-digit telephone number.

"OBF" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Occupancy Date" is as defined in Section 12.12.2(e).

"Optical Line Terminating Multiplexor" or "OLTM" is as defined in Section 3.3.

"Party" means either Ameritech or AT&T, and "Parties" means Ameritech and AT&T.

"Physical Collocation" is As Defined in the Act.

"PIC" is as defined in Section 10.11.4.

"Plan" is as defined in Section 8.1.

"Premises" is As Defined in the Act.

"Primary Listing" means the single directory listing provided to Customers by Publisher under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available time among a series of lines shall be considered a single Customer entitled to a single primary listing.

"Proprietary Information" is as defined in Section 20.1.1.

"Public Safety Answering Point" or "PSAP" means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designed as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service

Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

"Publisher" means Ameritech's White Pages Directories publisher.

"Rate Center" means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of an Exchange Area as defined by the Commission.

"Receiving Party" is as defined in Section 20.1.1.

"Reciprocal Compensation" is As Described in the Act.

"Referral Announcement" is as defined in Article XVII.

"Renewal Term" is as defined in Section 21.1.

"Resale Listing(s)" means a list containing the names, the telephone numbers, addresses and zip codes of Customers of AT&T within the defined geographic area, except to the extent such Customers of AT&T have requested not to be listed in a directory.

"Resale Services" is as defined in Section 10.1.

"Resale Tariff" is as defined in Section 10.11.2.

"Routing Point" means a location which a LEC has designated on its own network as the homing (routing) point for inbound traffic to one or more of its NPA-NXX codes. The Routing Point is also used to calculate mileage measurements for the distance-sensitive transport element charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the "RP Practice"), the Routing Point (referred to as the "Rating Point" in such RP Practice) may be an End Office Switch location, or a "LEC Consortium Point of Interconnection". Pursuant to such RP Practice, each "LEC Consortium Point of Interconnection" shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, Routing Points associated with each NPA-NXX need not be the same as the corresponding Rate Center, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center; provided only that the Routing Point associated with a given NPA-NXX must be located in the same LATA as the Rate Center associated with the NPA-NXX.

"Selective Routing" or "SR" means an E9-1-1 feature that routes an E9-1-1 call from a Control Office to the designated Primary PSAP based upon the identified number of the calling party.

"Service Agency" means the public agency, the State or any local government unit or special purpose district which has the authority to provide police, fire fighting, medical or other emergency services, which has requested the local telephone company to provide an E9-1-1 Telecommunications Service for the purpose of voice-reporting emergencies by the public.

"Service Control Point" or "SCP" is As Defined in the Act.

"Service Line" means a telecommunications link from the Central Office terminating at the PSAP.

"Signaling End Point" or "SEP" means a signaling point, other than an STP, which serves as a source or a repository for CCIS messages.

"Signal Transfer Point" or "STP" is As Defined in the Act.

"Subsequent Billing Company" or "SBC" means the Local Exchange Carrier which provides a segment of transport or switching services in connection with Feature Group B or D switched access service. For purposes of this Agreement, Ameritech is initially the SBC.

"Sunsetted Services" is as defined in Section 10.3.2.

"Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Belcore Practice BR 010-200-010.

"Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Belcore Practice BR 010-200-010.

"Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

"Technical Reference Schedule" is the list of technical references set forth in Schedule 2.3.

"Technically Feasible Point" is As Described in the Act.

"Telecommunications" is As Defined in the Act.

"Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

"Telecommunications Assistance Program" means any means-tested or subsidized Telecommunications Service offering, including Lifeline, that is offered only to a specific category of subscribers.

"Telecommunications Carrier" is As Defined in the Act.

"Telecommunications Service" is As Defined in the Act.

"Telephone Exchange Service" is As Defined in the Act.

"Telephone Relay Service" means a service provided to speech and hearing-impaired callers that enables such callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller.

"Telephone Toll Service" is As Defined in the Act.

"Unauthorized Switching" is as defined in Section 10.11.2(a).

"Virtual Collocation" is As Defined in the Act.

"White Pages Directories" means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

"Wholesale Resale Services" is as defined in Section 10.1.

"Wire Center" means the Premises of a Party which serves as a Routing Point for Switched Exchange Access Service.

SENT BY:

1-16-87 ; 7:28PM ;

-MAYER. BROWN & PLATT:#14/26

SCHEDULE 2.1
IMPLEMENTATION SCHEDULE
Michigan

	Ameritech	AT&T Interconnection	Interconnection
LATA	Interconnection	Wire Center (ATIWC)	Activation Date
	Wire Center (AIWC)		
340	To Be Negotiated	DTRTMIBH20T	2Q98.
		Approx. 21 End Offices	

SCHEDULE 2.2**BONA FIDE REQUEST**

1. Ameritech shall promptly consider and analyze the submission of a Bona Fide Request that Ameritech provide: (a) Interconnection, access to an unbundled Network Element (including Combinations thereof) not otherwise provided hereunder at the time of such request; (b) an Interconnection or connection to a Network Element that is different in quality to that which Ameritech provides itself at the time of such request; or (c) a customized service for features, capabilities, functionalities or unbundled Network Element not otherwise provided hereunder at the time of such request.

2. A Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Interconnection, Network Element, Combination and/or customized feature, capability or functionality.

3. AT&T may cancel a Bona Fide Request at any time, but shall pay Ameritech's reasonable and demonstrable costs of processing and/or implementing the Bona Fide Request up to the date of cancellation, except if (i) any processing charges are of the type which are not generally passed on by Ameritech to its retail or resale Customers and (ii) such costs or cost categories representing such charges are not included in the prices AT&T pays for the services provided by Ameritech under this Agreement.

4. Within five (5) Business Days of its receipt, Ameritech shall acknowledge receipt of the Bona Fide Request.

5. Within thirty (30) days of its receipt of a Bona Fide Request, Ameritech shall provide to AT&T a preliminary analysis of such Interconnection, Network Element, or requested level of quality thereof that is the subject of the Bona Fide Request or customized feature, capability or functionality. The preliminary analysis shall confirm that Ameritech will either offer access to the Interconnection, Network Element, or requested level of quality or will provide a detailed explanation that access to such Interconnection, Network Element, or requested level of quality is not technically feasible and/or that the request does not qualify as an Interconnection, Network Element, or requested level of quality that is required to be provided under the Act. If the receiving Party determines that the Interconnection, Network Element, or requested level of quality that is the subject of the Bona Fide Request is technically feasible and is otherwise required to be provided under the Act, Ameritech shall provide AT&T a firm price proposed and availability date for such development ("Bona Fide Request Quote"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements, for Ameritech retail customers, Ameritech shall provide a Bona Fide Request Quote

within such thirty (30)-day period. For all other Bona Fide Requests, Ameritech shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than sixty (60) days from the date Ameritech received such Bona Fide Request.

6. Within thirty (30) days of its receipt of the Bona Fide Request Quote, the requesting Party must either confirm its order for such Interconnection or Network Element pursuant to the Bona Fide Request Quote or, if it believes such quote is inconsistent with the requirements of the Act, exercise its rights under Section 28.3.

7. Unless AT&T agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission.

8. If a Party to a Bona Fide Request believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may exercise its rights under Section 28.3.

SCHEDULE 2.3**TECHNICAL REFERENCE SCHEDULE****Unbundled Network Elements****Unbundled Loop Transmission**

Belcore TA-NWT-000393

ANSI T1.413-1995 Specifications

AM TR-TMO-000122

AM TR-TMO-000123

Belcore TR-NWT-000393

ANSI T1.102-1993, American National Standard for Telecommunication - Digital
Hierarchy - Electrical Interfaces

Belcore Technical Requirement TR-NWT-000499, Issue 5, December 1993, section 7

ANSI T1.413-1995

ANSI T1E1 Committee Technical report Number 28

Local Switching

Belcore FR-NWT-000064 (Local Switching Systems General Requirements)

Belcore GR-1432-CORE (TCAP)

Belcore GR-905-CORE (ISUP)

Belcore GR-1429-CORE (Call Management)

Belcore GR-1357-CORE (Switched Fractional DS1)

Belcore GR-1428-CORE (Toll Free Service)

Belcore GR-1597-CORE (Calling Name)

Belcore GR-954-CORE (Line Information Database)

Belcore GR-2863-CORE (Advanced Intelligent Network)

GR-1298-CORE, AIN Switching System Generic Requirements

GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic
Requirements

TR-NWT-001284, AIN 0.1 Switching System Generic Requirements

SR-NWT-002247, AIN Release 1 Update

ANSI standards Q.931, Q.932

Belcore TR-NWT-08

Belcore TR-NWT-303

TR-NWT-000393, January 1991, Generic Requirements for ISDN Basic Access Digital
Subscriber Lines

Belcore TR-NWT-303

Dedicated and Shared Transport**AM TR-NIS-000111****AM RT-NIS 000133****ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability****ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces****ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats****ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching****ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings****ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces****ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement****ANSI T1.105.04-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Data Communication Channel Protocols and Architectures****ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection****ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode)****ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications****ANSI T1.107a-1990, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications)****ANSI T1.107b-1991, American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications****ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)****ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications****ANSI T1.119.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration,**